

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO SUBSCRIPTION AGREEMENT

THIS Addendum to Subscription Agreement (“ADDENDUM”) 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 (hereinafter collectively referred to as the “parties”).

WHEREAS, County needs a vendor that can provide immediate cloud-based human resources and recruiting software services to be utilized by the Fort Bend County Human Resources Department (hereinafter referred to as “Services”); and

WHEREAS, County has determined that time is of the essence, and iCIMS, Inc., has been identified as the sole, and only known available source that can provide the aforementioned Services to County within the desired timeframe, and in accordance with the County’s needs;

WHEREAS, iCIMS represents that it is qualified and desires and is able to perform such Services during the requested timeframe; and

WHEREAS, subject to the changes herein, the parties have executed and accepted iCIMS’s Subscription Agreement, Acceptable Use Policy, and Order Form (the “Agreement”), attached hereto as Exhibit “A” and incorporated fully by reference; and

WHEREAS, County has determined that this Agreement may be subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because the Agreement requires an expenditure exceeding \$50,000 by the County; and

WHEREAS, Section 262.003 of the Texas Local Government Code authorizes the County Purchasing Agent to make purchases, without following the competitive procurement procedure, for an item available for purchase by only one supplier; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is one for an item that is currently available from only one source, and therefore grants exemption from competitive bidding, insofar as any competitive bidding statute might apply.



1. **Term.** The term of the Agreement is effective December 1, 2023, and shall expire on November 30, 2024.
2. **Human Trafficking.** BY ACCEPTANCE OF AGREEMENT, 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.

{Execution Page Follows}



IN WITNESS WHEREOF, this Addendum 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 this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George

KP George, County Judge
County Judge KP George

12/5/2023

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk
County Clerk

REVIEWED BY:

Robyn Doughtie

Robyn Doughtie, Director
Information Technology Department

ICIMS, INC.

DocuSigned by:

Michael Pastore

87D511B83FE440F...

Authorized Agent – Signature

Michael Pastore

Authorized Agent- Printed Name

VP, Sales Operations

Title

11/28/2023 | 4:27:36 PM EST

Date

DS

GLD

11/28/2023 | 4:19:42 PM EST

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 53,952.06 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

Exhibit A: Subscription Agreement, Acceptable Use Policy, and Order Form

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Exhibit A





SUBSCRIPTION AGREEMENT

PLEASE READ THIS SUBSCRIPTION AGREEMENT CAREFULLY. BY SIGNING AN ORDER FORM REFERENCING THIS SUBSCRIPTION AGREEMENT, CLICKING ON THE "I AGREE" BUTTON, OR USING PRODUCTS OR SERVICES DESCRIBED IN THE SUBSCRIPTION AGREEMENT, YOU ARE ACCEPTING AND AGREEING TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS IN THIS SUBSCRIPTION AGREEMENT.

iCIMS, Inc. ("iCIMS") and the subscriber identified in the applicable Order Form ("**Subscriber**") enter into and agree to be bound by this Subscription Agreement (the "**Agreement**").

1. DEFINITIONS

The capitalized terms below shall have the following meanings for purposes of this Agreement:

- 1.1 "**Affiliate**" of a Party means an entity that directly or indirectly controls, is controlled by, or is under common control with that Party, in each case through majority voting power.
- 1.2 "**Candidate**" means any person who directly or indirectly enters into the Subscription, a job application or other information related to a job or job opportunity with Subscriber or its Affiliate.
- 1.3 "**Data Processing Addendum**" means the Data Processing Addendum that may be accessed through <https://www.icims.com/gc>.
- 1.4 "**Documentation**" means the product functionality descriptions and release notes that may be accessed at <https://care.icims.com/s/>.
- 1.5 "**iCIMS Content**" means the forms, content samples, reports, and other support and informational materials provided by iCIMS for use in connection with the Subscription, as may be modified from time to time by iCIMS, excluding any Documentation.
- 1.6 "**Order Form**" means an order form signed by Subscriber and iCIMS and expressly designated as an "Order Form," including the first Order Form and any renewal or other Order Form.
- 1.7 "**Party**" means iCIMS or Subscriber, and collectively, the "Parties".
- 1.8 "**Subscription**" means the iCIMS-hosted software components set forth in an Order Form.
- 1.9 "**Subscriber Data**" as used in this Agreement means the electronic data and files entered, imported, uploaded or transferred into the Subscription by Subscriber, its Affiliate, a User, or a Candidate, excluding any iCIMS Content.
- 1.10 "**Subscriber Data Security Addendum**" means the Subscriber Data Security Addendum that may be accessed through <https://www.icims.com/gc>.
- 1.11 "**Support & Maintenance Policy**" means the Support & Maintenance Policy that may be accessed at <https://www.icims.com/gc>.
- 1.12 "**User**" means Subscriber's or its Affiliate's employee, contractor or agent authorized by Subscriber or its Affiliate to use the Subscription.

2. SUBSCRIPTION AND OTHER PRODUCTS AND SERVICES

2.1 **Subscription and iCIMS Content.** Subject to the terms and conditions set forth in this Agreement, Subscriber may use the Subscription solely for Subscriber's and its Affiliate's own pre-employment and employment purposes, and use the Documentation and iCIMS Content solely to support use of the Subscription under this Agreement. Subscriber may allow its Affiliates and Users to use the Subscription, Documentation and iCIMS Content subject to the same terms and conditions of this Agreement as are applicable to use by Subscriber. Subscriber shall remain fully responsible and liable for the acts and omissions of its Affiliates and Users.

2.2 **iCIMS Services.** iCIMS shall host, support and maintain the Subscription in accordance with the Support & Maintenance Policy. Updates as defined in the Support & Maintenance Policy are deemed part of the

Subscription. iCIMS also shall deliver the implementation, training, consulting and other services set forth in an applicable Order Form.

2.3 **Third-Party Products and Services.** Subscriber may use, or iCIMS may enable or allow access to products, services and web sites provided by other persons or entities, including the products and services available through the iCIMS' Marketplace and other third-party web sites, products and services (each, a "**Third-Party Product**"). Subscriber is solely responsible for entering into and complying with any contractual agreement or other terms and conditions that are required by the provider of any Third-Party Product. iCIMS does not make any representation regarding any Third-Party Product. iCIMS shall have no obligation or liability relating to any Third-Party Product. Except as expressly set forth in an addendum to this Agreement, iCIMS' sole responsibility for any integration or other link or connection to a Third-Party Product identified in an Order Form is to make the Subscription available to receive and send data between the Subscription and the Third-Party Product in accordance with the Documentation, subject to the usage and other limitations set forth in an Order Form, the Documentation, or an addendum to this Agreement.

3. SUBSCRIBER RESPONSIBILITIES

3.1 **Equipment and Resources.** Subscriber is solely responsible for any travel, accommodations, computer equipment, telecommunications, and expenses required for Subscriber or its Users to access or use the Subscription.

3.2 **Configuration and Use.** Subscriber may not allow any person or entity to use or access the Subscription, Documentation, or iCIMS Content except its Affiliates, Users, and Candidates. Use of the Subscription, Documentation, and iCIMS Content under this Agreement is limited to authorized Users only, and other limitations set forth in the applicable Order Form or Documentation. Subscriber and its Affiliates and Users shall comply with iCIMS' Acceptable Use Policy that may be accessed at <https://www.icims.com/gc>, and shall not authorize its Candidates to violate the Acceptable Use Policy. Subscriber is solely responsible for any configuration of the Subscription and any electronic forms, materials, communications, content and processes selected by Subscriber or its Affiliate or User for use in or in connection with the Subscription. Subscriber acknowledges and agrees that any output, recommendation, suggestion, explanation, or analysis provided by the Subscription is for informational purposes only. Subscriber is solely responsible for any use of the Subscription by Subscriber or its Affiliate or User, including any recruiting, hiring or employment-related process, action or decision, and shall ensure that any process, action or decision does not violate any law or regulation. Subject to iCIMS' compliance with Section 4 of this Agreement, Subscriber is solely responsible for and shall ensure that use or disclosure of any Subscriber Data in accordance with this Agreement complies with applicable laws and regulations, including any required notices or consents.

3.3 **Certification.** Upon reasonable belief that Subscriber has violated this Agreement, with prior written notice from iCIMS, Subscriber shall provide to iCIMS or its representatives access to any information reasonably necessary for iCIMS to verify Subscriber's compliance with the applicable provisions of this Agreement





4. SUBSCRIBER DATA

4.1 **Data Protection.** iCIMS shall maintain administrative, physical and technical safeguards intended to protect the security, privacy and integrity of Subscriber Data as set forth in the Data Processing Addendum and Subscriber Data Security Addendum. iCIMS may update the Subscriber Data Security Addendum from time to time in accordance with Section 13.8, provided however iCIMS shall not make changes to the Subscriber Data Security Addendum that materially diminish the protections for Subscriber Data set forth therein. iCIMS in its discretion also may maintain supplemental or additional safeguards.

4.2 **Data Use and Disclosure.** iCIMS and its Affiliates may use Subscriber Data only for the purpose of providing the Subscription and related services under this Agreement or as otherwise set forth in this Agreement. iCIMS may disclose Subscriber Data to its contractor under a written agreement requiring the contractor to use and disclose the Subscriber Data only for the purposes permitted under this Agreement, and subject to the Subscriber Data Security Addendum. iCIMS also may disclose Subscriber Data to Subscriber's and its Affiliate's contractors, providers of Third-Party Products, and other third parties, only for purposes of providing the Subscription or as otherwise directed or permitted by Subscriber or its Affiliate or User. Notwithstanding anything to the contrary in this Agreement:

(a) iCIMS may use and disclose Subscriber Data as reasonably necessary to comply with applicable laws and regulations, cooperate with law enforcement agencies, or attempt to prevent or respond to illegal conduct, fraud, abuse, or a threat to the security or integrity of systems or data including the Subscription or Subscriber Data.

(b) iCIMS may derive or create benchmarking, transactional, or performance information, and other forms of statistics or analytics on an aggregated basis that may not reasonably be used on its own to distinguish or trace the identity of a Subscriber or its Affiliate, User, or Candidate (collectively, "**Analytics**"). iCIMS shall maintain policies and procedures, which may include de-identification, aggregation or other steps, reasonably necessary to prevent Analytics from including information that may be used on its own to distinguish or trace the identity of a Subscriber or its Affiliate, User, or Candidate.

(c) Nothing in this Agreement prohibits iCIMS from using Subscriber Data or the same or similar information that: (i) is or becomes publicly available except through violation of this Agreement by iCIMS; (ii) is or was received by iCIMS from a third party that to iCIMS' knowledge is not under a confidentiality obligation with respect to the Subscriber Data; or (iii) is or was previously known to or independently developed by iCIMS without use of the Subscriber Data.

4.3 **Data Access and Storage.** During the Subscription Period set forth in an applicable Order Form, Subscriber may access and download the Subscriber Data in accordance with the Documentation, and iCIMS will provide backups of Subscriber Data if requested and as further agreed by the Parties in writing, including payment of fees for data backups. Backups will be transferred to a secure ftp site or Subscriber hosted ftp site in .csv format, as determined by iCIMS, or in such other manner as is agreed by the Parties. In addition, upon written request by Subscriber no more than ten (10) days following the expiration or termination of this Agreement and payment of all outstanding amounts due under the Agreement, iCIMS shall promptly deliver a copy of the Subscriber Data in a file to an iCIMS secure ftp site or Subscriber-hosted ftp site in .csv format, as determined by iCIMS. iCIMS shall dispose of the Subscriber Data in accordance with the Data Processing Addendum and Subscriber Data Security Addendum.

4.4 **Compliance.** Without limiting Subscriber's obligations in Section 3.2, iCIMS shall comply with all laws applicable to iCIMS.

4.5 **Contractors.** iCIMS will be liable for the acts and omissions of all iCIMS contractors that have access to or process Subscriber Data under this Agreement.

5. PAYMENT

5.1 **Fees and Expenses.** Upon signing an Order Form, Subscriber shall pay the total one-time fees set forth in such Order Form. Unless otherwise set forth in the applicable Order Form, iCIMS will invoice recurring fees in advance, on an annual basis, payable within thirty (30) days of delivery of an invoice. Except as otherwise provided herein, all fees paid under this Agreement are non-refundable.

5.2 **Taxes and Surcharges.** Subscriber shall be solely responsible for paying any sales, value-added, business use or other similar taxes, third-party fees, charges, or surcharges, relating to, imposed on, or associated with Subscriber's use of the Subscription or any other product or service provided by iCIMS (collectively, "**Taxes**"), exclusive of iCIMS' income taxes. The fees listed in an Order Form are exclusive of Taxes, and iCIMS shall have the right to invoice Taxes together with or separately from the fees payable by Subscriber. Notwithstanding the foregoing, if Subscriber provides iCIMS with a certificate regarding the 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 to or reimburse iCIMS for such taxes for so long as Subscriber maintains such qualification.

5.3 **Purchase Orders.** Any terms or conditions in any purchase order or other document issued by Subscriber are void and of no force or effect as between Subscriber and iCIMS. Issuance of a purchase order or other document is not a condition of Subscriber's payment obligations.

5.4 **Overdue Payments.** In the event Subscriber fails to make timely payment within ten (10) days of iCIMS providing notice of late payment, iCIMS may suspend access and use of the Subscription by Subscriber and its Affiliates and Users..

5.5 **Invoice Disputes.** Any invoice must be disputed prior to when it is due. If within that period Subscriber delivers written notice disputing an invoiced amount and describing the basis for dispute with reasonable particularity, the Parties shall make a good faith effort to confer and resolve the dispute within thirty (30) days of delivery of Subscriber's notice. If Subscriber has paid all undisputed amounts, and engages in good faith negotiations, iCIMS' rights under this Agreement to assess overdue payment charges, suspend access to the Subscription, and terminate the Agreement for material breach based on non-payment of the disputed payment, shall be suspended during that thirty (30) day period.

6. TERM AND TERMINATION

6.1 **Subscription Period.** The Subscription Period under each Order Form begins on the Subscription Start Date (as defined in the applicable Order Form) and ends upon the expiration of the Subscription Period as set forth in the applicable Order Form. Except as otherwise specified in an Order Form, upon expiration of the Subscription Period under an Order Form, Subscriber's right to access and use the Subscription pursuant to that Order Form expires. iCIMS may require the Subscription Period under any subsequent Order Form to end on the same date as the Subscription Period under the first Order Form (or subsequent renewal), so that all Subscription Periods share the same expiration date, and in such event iCIMS will prorate the fees for the Subscription Period of each Order Form accordingly.

6.2 **Term.** The term of this Agreement (the "**Term**") commences on the last date of signature of the first Order Form and shall remain in effect until the Subscription Periods on all Order Forms have expired or the date of termination of this Agreement under its terms, whichever is earlier.





6.3 Termination for Cause.

(a) Either Party (the “**Non-Breaching Party**”) may terminate this Agreement upon written notice to the other Party (the “**Breaching Party**”) if the Breaching Party does not cure its material breach of the Agreement within thirty (30) days of written notice from the Non-Breaching Party stating its intent to terminate and describing the breach with reasonable particularity. Nonpayment by Subscriber of any amount within thirty (30) days of the due date constitutes material breach, subject to the overdue payment resolution procedures set forth in Section 5.5 above. Reference to the unpaid amount and invoice constitutes sufficiently reasonable particularity for the notice of breach.

(b) iCIMS may terminate this Agreement upon written notice in the event of filing of a petition in bankruptcy of Subscriber, or commencement of a receivership or similar proceeding based on the insolvency of Subscriber.

(c) Termination by iCIMS for material breach will not relieve Subscriber of its obligation to pay all fees that would have otherwise been due had the Agreement not been terminated for breach, and all such fees shall become immediately due.

6.4 Effect of Termination. Upon termination or expiration of this Agreement, all rights and licenses granted by a Party under the Agreement immediately terminate, and Subscriber and its Affiliates and Users shall immediately cease use of the Subscription, Documentation, and iCIMS Content. Termination by either Party will not relieve Subscriber of any obligation to pay fees due for periods prior to termination. iCIMS may provide post-termination or expiration assistance services as further agreed by the Parties in writing, including the fees payable for such assistance. Notwithstanding this Section 6.4, iCIMS may continue to use the Subscriber IP (as defined below) to satisfy its post-termination or expiration obligations or as otherwise set forth in this Agreement or the Data Processing Addendum and Subscriber Data Security Addendum. Sections 6.4, 8.1, 8.2, 10, 11 and the provisions of Section 13 that by their terms naturally survive shall survive expiration or termination of the Agreement. The Receiving Party’s obligations under Section 7 of this Agreement with respect to Confidential Information received during the Term shall survive: (i) with respect to Confidential Information that constitutes a trade secret of the Disclosing Party, as long as that Confidential Information remains a trade secret; and (ii) with respect to all other Confidential Information, for a period of five (5) years after the expiration or termination of the Agreement.

7. CONFIDENTIAL INFORMATION

7.1 Confidential Information Defined. “**Confidential Information**” as used in this Agreement means any information that during the Term is disclosed by or on behalf of a Party or its Affiliate (the “**Disclosing Party**”) to the other Party or its Affiliate (the “**Receiving Party**”) and at the time of disclosure: (i) is designated in writing as confidential or proprietary; (ii) is designated orally as confidential or proprietary, and embodied by the Disclosing Party in written or other tangible form, including meeting minutes, memos, diagrams, flow charts, and software; or (iii) should reasonably be understood by the Receiving Party to be confidential to the Disclosing Party under the circumstances. Except as required by the Texas Public Information Act, notwithstanding the absence of any designation of confidentiality, the Parties agree that: (a) any Order Form, non-public Documentation, iCIMS Content, specifications regarding the Subscription or its functionality, and Analytics are the Confidential Information of iCIMS; and (b) without limiting any of the rights in Section 4.2, any Subscriber Data is the Confidential Information of Subscriber, subject to the exceptions in Section 7.3 below.

7.2 Obligations. Except as approved by the Disclosing Party in writing, the Receiving Party shall not: (i) use the Confidential Information of the Disclosing Party except to perform or exercise its rights and obligations under this Agreement; or (ii) disclose the Confidential Information of the Disclosing

Party to any third party except to the Receiving Party’s Affiliates, contractors, agents, or corporate directors or officers (each, a “**Representative**”) who are under a duty in substance and effect to use and disclose the Confidential Information only as permitted under this Agreement. The Receiving Party shall be responsible for any use by its Representative of the Confidential Information it discloses to its Representative. Upon termination of the Agreement, each Party shall cease use of, and within thirty (30) days of termination shall destroy or return, all Confidential Information of the other Party, except that: (a) iCIMS may retain Confidential Information of Subscriber as needed to comply with any post-expiration or termination obligation under this Agreement; and (b) each Party may retain Confidential Information as required to comply with its obligations under applicable laws, regulations, or record retention policies.

7.3 Exceptions. Confidential Information does not include any: (i) information which is or becomes publicly available except through any act or omission of the Receiving Party in violation of a duty to the Disclosing Party; (ii) information received by the Receiving Party from a third party that to the Receiving Party’s knowledge is not under a confidentiality obligation with respect to the Confidential Information; or (iii) information previously known to or independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information. The Receiving Party may disclose Confidential Information in accordance with a subpoena, judicial or other governmental order, or requirement of any law, regulation or the rules of any applicable stock exchange, provided that where legally permissible the Receiving Party must give the Disclosing Party reasonable written notice prior to such disclosure so that the Disclosing Party may, at Disclosing Party’s sole expense, take appropriate action to seek a protective order or injunction to seek confidential treatment for the disclosed Confidential Information.

8. INTELLECTUAL PROPERTY

8.1 iCIMS IP Ownership. As used in this Agreement, “**Intellectual Property Right**” means any patent application, patent, copyright, moral right, database right, trademark right, trade secret or other intellectual property or proprietary right recognized or enforceable under any U.S., foreign or international law, rule, or regulation. iCIMS retains ownership of and reserves all Intellectual Property Rights in or related to the Subscription, iCIMS Content or Analytics (collectively, “**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 and iCIMS Content as set forth in this Agreement. Subscriber agrees further that iCIMS is free to use and incorporate into iCIMS IP any comment, feedback, review or other input provided by Subscriber or its Affiliate, User, or Candidate, and that such use or incorporation does not create or give rise to any Intellectual Property Right of Subscriber or its Affiliate or User in iCIMS IP.

8.2 Subscriber IP Ownership. Subscriber retains ownership of and reserves all Intellectual Property Rights in or related to the Subscriber Data or any other materials, communications or content that Subscriber or its Affiliate or User supplies for use in connection with the Subscription (collectively, “**Subscriber IP**”). Subscriber does not convey to iCIMS any Intellectual Property Right in any Subscriber IP, except as set forth in this Agreement.

8.3 Subscriber IP License. Subscriber grants iCIMS a non-exclusive, non-sublicensable right during the Term to use, copy, create derivative works of and display the Subscriber IP to perform its obligations under or as otherwise set forth in this Agreement.

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 other marketing and promotional materials and communications referencing





Subscriber as a customer of iCIMS. iCIMS shall comply with Subscriber's written guidelines for trademark usage provided reasonably in advance.

9. WARRANTIES AND LIMITATIONS

9.1 Software Warranty. iCIMS warrants that during the Term the Subscription will perform materially in accordance with the Documentation. iCIMS' warranty does not apply to any: (i) Third-Party Product; (ii) use of the Subscription not in accordance with the Documentation, iCIMS' published policies or this Agreement; or (iii) failure of Subscriber or its Affiliate or User to follow reasonable support or maintenance instructions provided by iCIMS (each of (i), (ii), and (iii) above, an **"Excluded Condition"**). iCIMS' sole liability and obligation for breach of warranty will be to use commercially reasonable efforts to promptly repair or replace the Subscription to correct the breach, and the sole remedy of Subscriber is that it may terminate this Agreement upon written notice and receive a refund of any pre-paid but unused amounts if the breach extends for sixty (60) consecutive days or for any one-hundred and twenty (120) days in any three-hundred and sixty (360) day period.

9.2 Limitations. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9, 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 SUBSCRIPTION, ICIMS CONTENT 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 SUBSCRIPTION, DATA OR INFORMATION ACCESSIBLE THEREFROM, ANY DECISION MADE USING THE SUBSCRIPTION, UNAUTHORIZED ACCESS TO THE SUBSCRIPTION, OR SUBSCRIBER'S USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE SUBSCRIPTION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ICIMS MAY MAKE CHANGES TO THE SUBSCRIPTION 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.

10. INDEMNIFICATION

10.1 iCIMS Indemnification. iCIMS shall defend Subscriber and its Affiliates, officers, directors, shareholders and agents (each, a **"Subscriber Indemnitee"**) from and against any third-party claim, demand, lawsuit or legal action: (i) alleging that the iCIMS IP infringes or violates an Intellectual Property Right of a third party; (ii) arising from iCIMS' failure to perform under Section 4.1 (Data Protection) or 4.2 (Data Use and Disclosure) above; or (iii) arising from iCIMS' violation of its obligations under this Agreement with respect to Confidential Information (each of (i), (ii) and (iii)), an **"iCIMS Indemnified Claim"**), and indemnify each Subscriber Indemnitee against any damages, attorneys' fees, or other costs awarded against it in connection with an iCIMS Indemnified Claim. iCIMS' obligations under this Section 10.1 do not apply to any Excluded Condition.

10.2 Subscriber Indemnification. To the extent not prohibited by applicable law, 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: (i) alleging that Subscriber IP or Subscriber Marks infringe or violate an Intellectual Property Right of a third party; (ii) arising from any matter for which Subscriber is responsible under Section 3 (Subscriber Responsibilities) above; or (iii) arising from violation by Subscriber of its obligations under this Agreement with respect to Confidential Information (each of (i), (ii) and (iii)), 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.

10.3 Indemnification Conditions.

(a) As a condition of any Party's duty to defend or indemnify under this Section 10, the person or entity seeking defense or indemnification must: (i) give the defending and indemnifying Party prompt written notice of the applicable claim, demand, or legal action; (ii) allow the defending and indemnifying Party sole control of the defense and settlement; and (iii) reasonably cooperate in the defense and settlement at the defending and indemnifying Party's reasonable cost, except that the indemnified person or entity will not be required to make any settlement payment unless the defending and indemnifying Party agrees to include that payment as an indemnified expense.

(b) In the event of any claim, demand, legal action, or notice alleging infringement of iCIMS IP, iCIMS may either: (i) replace or modify the iCIMS IP in whole or in part in a manner that does not materially degrade the Subscription; (ii) obtain a license or other grant necessary to continue to provide the iCIMS IP in accordance with the Agreement, or (iii) terminate the Agreement upon written notice to Subscriber. In such event, iCIMS' sole liability will be its obligations under Section 10.1 above and a refund to Subscriber of any pre-paid but unused fees.

11. LIMITATIONS OF LIABILITY

11.1 IN NO EVENT WILL ICIMS OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER UNDER ANY THEORY OF CONTRACT, NEGLIGENCE, INTENTIONAL OR UNINTENTIONAL TORT, OR ANY OTHER LEGAL THEORY, FOR: LOST REVENUE, LOST PROFITS, LOST DAMAGES, LOSS OF DATA, LOSS OF USE, ANY CLAIM OR ACTION OF ANY THIRD PARTY (EXCEPT UNDER SECTION 10 (INDEMNIFICATION) OF THIS AGREEMENT), OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER OR NOT ICIMS OR ITS AFFILIATE MAY HAVE ANTICIPATED OR BEEN ADVISED OF SUCH DAMAGES.

11.2 THE TOTAL CUMULATIVE LIABILITY OF ICIMS AND ITS AFFILIATES AND REPRESENTATIVES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES PAID BY SUBSCRIBER IN THE TWENTY-FOUR (24) MONTHS PRIOR TO WHEN THE FIRST OF ANY SUCH LIABILITIES AROSE. IN NO EVENT WILL ICIMS BE LIABLE FOR ANY DAMAGES FOR BREACH OF CONTRACT UNDER THIS AGREEMENT UNLESS SUBSCRIBER FIRST PROVIDED TO ICIMS THIRTY (30) DAYS' PRIOR WRITTEN NOTICE AND AN OPPORTUNITY FOR ICIMS TO CURE THE BREACH WITHIN THOSE THIRTY (30) DAYS.

11.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIMITATIONS IN THIS SECTION 11 SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

12. INSURANCE

12.1 During the Term, iCIMS shall maintain the following insurance: worker's compensation insurance, as applicable; combined single limit automobile liability insurance of at least One Million Dollars (\$1,000,000); commercial general liability insurance of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in annual aggregate; excess/umbrella liability insurance of at least Seven Million Dollars (\$7,000,000) in annual aggregate; and technology errors & omissions insurance, including cybersecurity liability, of at least Fifteen Million Dollars (\$15,000,000) per claim and in annual aggregate. iCIMS shall deliver a certificate of insurance evidencing the coverages set forth above no more than thirty (30) days after written request by Subscriber. Neither the requirement to maintain, nor failure to maintain, the specified insurance





policies shall relieve iCIMS of its responsibility for its defense or indemnity obligations under Section 10 above or liability for breach of this Agreement. iCIMS agrees that its insurance carriers will maintain a financial rating of “A-” or better by A.M. Best Co. Within thirty (30) days of the Subscription Start Date, iCIMS shall include Subscriber as an additional insured on its general liability, automobile, and umbrella policies, and upon written request no more frequently than once annually, iCIMS will provide a certificate evidencing the foregoing.

13. GENERAL TERMS

13.1 Headings. The descriptive headings in this Agreement are for convenience only and are not intended to be part of, or to affect the interpretation of, this Agreement.

13.2 Relationship of the Parties. Both Parties agree that they are independent entities and that nothing in this Agreement creates a partnership, joint venture, fiduciary, agency, or affiliate relationship between the Parties. Each Party is solely responsible for the supervision, management, direction and payment of compensation and benefits to its own employees.

13.3 Federal Government Provisions. If Subscriber is directly or indirectly acquiring the Subscription on behalf of the U.S. Government, the software object code and source code that is delivered as part of the Subscription is classified as “Commercial Computer Product” and “Commercial Computer Documentation” developed at private expense and containing confidential information and trade secrets of iCIMS, Inc. and its licensors, and is subject to “Restricted Rights” as that term is defined in the U.S. Federal Acquisition Regulations. Manufacturer is: iCIMS, Inc., 101 Crawford Corner Road, Suite 3-100, Holmdel, NJ 07733, U.S.A.

13.4 Force Majeure. No Party will be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are materially delayed or prevented by reason of any event that is beyond the reasonable control of that Party and could not reasonably have been foreseen and protected against by that Party, including any act of nature (including fire, earthquake or natural disaster) or act of government (such as war, terrorism or embargo), provided that the non-performing Party must give the other Party prompt written notice of the event. In the event the delay or nonperformance by iCIMS as described in this Section 13.4 continues for a period of forty-five (45) consecutive days, Subscriber may elect to terminate this Agreement by written notice no more than thirty (30) days’ after the end of the forty-five (45) day period, and receive a refund of any pre-paid fees for unused portions of the remaining Subscription Period. This Section 13.4 does not apply to payment obligations.

13.5 Notices. Notices required under this Agreement to be in writing must be made by, and notice is deemed to have been duly given when, sent by confirmed email or deposited with an overnight courier with a reliable system for tracking delivery. iCIMS shall deliver any written notice and invoice to the email address listed as the “Bill To Contact” in the most recent Order Form. Subscriber shall deliver any written notice to: generalcounsel@icims.com or iCIMS, Inc., Attn: General Counsel, 101 Crawford Corner Road, Suite 3-100, Holmdel, New Jersey 07733, USA. Either Party may from time to time change the address for written notices by giving the other Party prior written notice of the change.

13.6 Assignment. Neither Party may assign any of its rights or obligations under this Agreement without prior written consent from the other Party, provided that a Party may assign this Agreement to an Affiliate or successor in interest by merger, acquisition of all stock or of substantially all assets, or reorganization. The assigning Party shall provide written notice of the assignment either before, or no more than thirty (30) days after, the assignment. Any purported assignment in violation of this paragraph is void and constitutes a material breach of this Agreement. This Agreement inures to the benefit of and is binding on each of the Parties, their successors, permitted assigns, and legal representatives.

13.7 Size and Scale. Subscriber shall give iCIMS written notice of any merger, acquisition (whether of stock or assets), formation of any joint venture or partnership, reorganization, or other transaction that materially increases the size or scale of Subscriber’s or its Affiliate’s use of the Subscription (collectively, a “**Corporate Transaction**”). In the event of any Corporate Transaction, or other material increase in Subscriber’s or its Affiliate’s size or scale of use, iCIMS may, by written notice, request that the fees under this Agreement be increased commensurate with the increase in size and scale, and if a written agreement increasing the fees is not entered into by the Parties within forty-five (45) days of delivery of that notice, then iCIMS may terminate this Agreement effective upon sixty (60) days’ prior written notice.

13.8 Documentation, Policy, and Addendum Changes. iCIMS may make changes to the Documentation, Subscriber Data Security Addendum, or the policies referenced in this Agreement, or the hyperlink or other means of access to the Documentation, Subscriber Data Security Addendum, or policies, except that iCIMS may not make changes to the Subscriber Data Security Addendum that materially diminish the protections for Subscriber Data set forth therein. iCIMS provides a mechanism which may be accessed on <https://www.icims.com/gc> for Subscriber to subscribe to receive email notice of any changes to the Subscriber Data Security Addendum or policies listed on <https://www.icims.com/gc>. If Subscriber believes that any change to the Subscriber Data Security Addendum or a policy creates a materially new obligation of Subscriber, materially degrades the Subscriber Data Security Addendum or applicable policy, or materially diminishes the Subscription taken as a whole (each, a “**Material Adverse Change**”), then Subscriber may, within thirty (30) days of the change, object to such Material Adverse Change by delivering written notice to iCIMS. Any objection notice must set forth the basis of the objection with reasonable particularity. In the event of such an objection, the Material Adverse Change will not be deemed effective as to Subscriber for thirty (30) days, and iCIMS and Subscriber shall work together reasonably, and in good faith, to resolve the objection. If within that thirty (30) day period the objection is not resolved and Subscriber delivers a further written notice of objection within ten (10) days of the end of such period, then the Material Adverse Change shall remain ineffective as to Subscriber and iCIMS shall have ten (10) days from iCIMS’ receipt of such further written notice in which to notify Subscriber that the Material Adverse Change will not apply to Subscriber for the remainder of the Term. If iCIMS does not provide such notice within ten (10) days, then Subscriber may terminate this Agreement for convenience if it provides iCIMS with written notice of termination within ten (10) days, with the effective date of such termination to be no later than thirty (30) days from the date of the termination notice.

13.9 Third-Party Beneficiaries. No other person has any rights, interest, or claims hereunder or is entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

13.10 Subpoenas. Subscriber shall reimburse iCIMS for its reasonable out of pocket costs (including but not limited to reasonable attorneys’ fees) incurred in connection with iCIMS’ response to a subpoena, judicial or other governmental order (where iCIMS is not a named party), or requirement of any law or regulation requesting or requiring the disclosure of any Subscriber Data or pertaining to Subscriber’s use of the Subscription.

13.11 Law and Forum. The law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, will depend on the location of Subscriber’s “Bill To” address provided on the initial Order Form.

(a) If Subscriber’s “Bill To” address is in the United States or any other location not otherwise mentioned herein, this Agreement is governed by, and will be construed in accordance with, the laws of the State of Texas, and 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 Texas.





(b) If Subscriber's "Bill To" address is in the European Union, this Agreement is governed by, and will be construed in accordance with, the laws of Ireland, and any lawsuit related to this Agreement or its subject matter will be heard only in the courts located in Dublin, Ireland.

(c) If Subscriber's "Bill To" address is in the United Kingdom, this Agreement is governed by, and will be construed in accordance with, the laws of England and Wales, and any lawsuit related to this Agreement or its subject matter will be heard only in the courts located in London, England.

The foregoing shall apply without regard to conflict of law provisions, the United Nations Convention on Contracts for the International Sale of Goods, or the Uniform Computer Information Transactions Act. The Parties hereby submit to the personal jurisdiction of and venue in the courts listed above in each case.

13.12 **Rules of Interpretation.** It is the intention of the Parties that if a court of competent jurisdiction determines that any provision of this Agreement is unenforceable, the remaining provisions of the Agreement will remain in full force and effect. In the event of any conflict between this Agreement and an Order Form, statement of work, addendum or exhibit, the Agreement will be given precedence, except as expressly set forth in the applicable Order Form, statement of work, addendum or exhibit. Unless explicitly specified to the contrary, the word "including" wherever used herein or in any addendum means "including, but not limited to". This Subscription Agreement is drafted in the English language, but may be made available in other languages for convenience purposes only, at iCIMS' discretion. The Parties agree that the English language version of the

Subscription Agreement shall control for the purposes interpretation and with respect to any dispute.

13.13 **Entire Agreement; Amendment; and Waiver.** Certain components of the Subscription or other products or services set forth in an Order Form may be subject to additional terms and conditions as stated in such Order Form or an addendum to the Agreement. No Order Form or statement of work is binding on the Parties unless agreed by both Parties in writing. Each binding Order Form, statement of work, and addendum is incorporated into and made part of this Agreement. This Agreement supersedes all prior discussions, statements, representations, and agreements, oral or written, between the Parties relating to the subject matter of the Agreement, and constitutes the entire agreement between the Parties relating to its subject matter. Subscriber acknowledges and agrees that its purchase and use of the Subscription and iCIMS Content is neither contingent on the delivery of any new future functionality or features, nor dependent on any oral or written comments made by iCIMS or its Affiliates regarding any new future functionality or features. Except as expressly provided herein, this Agreement may be amended, modified, or supplemented only by a written document signed by an authorized representative of each Party. The failure of either Party, at any time, to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other Party does not constitute a waiver of such right or remedy with respect to any other breach or failure by the other Party.

13.14 **Counterparts.** This Agreement may be executed by facsimile or other electronic means, and in one or more counterparts, each of which is deemed to be an original, but all of which together constitute one and the same Agreement.

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

iCIMS, Inc.

DocuSigned by:
Signature: 
87D511B83FE440F...

Name: Michael Pastore


Title: VP, Sales Operations

Date: 11/28/2023 | 4:27:36 PM EST

GCO Initial: 

Date: 11/28/2023 | 4:19:42 PM EST

Subscriber: Fort Bend County

Signature: 

Name: KP George

Title: County Judge

Date: 12.5.23





ACCEPTABLE USE POLICY

This Acceptable Use Policy (the “**Acceptable Use Policy**”) is part of the Subscription Agreement by and between Subscriber and iCIMS, Inc. (the “**Agreement**”). In the event of a conflict between this Acceptable Use Policy and the Agreement, unless otherwise expressly provided, the Agreement will control. All capitalized terms not defined herein have the meaning ascribed to them in the then-current Subscription Agreement found at <https://icims.com/gc/>.

1. Proper Use

Subscriber shall, and shall ensure that its Users, comply with this Acceptable Use Policy, the Agreement and all Documentation. iCIMS may deny Subscriber or any User use of the Subscription as may be required by iCIMS to effectuate its rights and obligations under or otherwise enforce this Acceptable Use Policy or the Agreement. iCIMS shall use commercially reasonable efforts to give Subscriber advance notice of any denial of such use, if practicable and not injurious to the legitimate commercial interests of iCIMS and its Affiliates. iCIMS shall not be responsible or liable for any use of the Subscription by the Subscriber, its Affiliates or Users that violates the terms of this Acceptable Use Policy.

2. Restrictions

Subscriber understands, acknowledges and agrees that it shall not, except as otherwise set forth in Agreement or expressly agreed to by iCIMS in writing: (i) copy or reproduce any Subscription in any form or medium; (ii) modify, reverse engineer, decompile, adapt, restructure, rearrange, reorganize, recompile, reformat, create derivative works of, change, or add to any Subscription or in any way attempt to reconstruct or discover any source code or algorithms of the Subscription, or any portion thereof, by any means whatsoever; (iii) remove any copyright, proprietary rights, or restrictive legends, or bypass or disable any protections that have been put in place against unlicensed use of the Subscription and/or third party data; (iv) remove iCIMS’ or its Affiliate’s, or licensor’s legends and notices on any and all permitted copies, adaptations, and rearrangements of the Subscription (or part thereof); (v) provide, or otherwise make available, the Subscription to any third party; (vi) fail to take appropriate action with its employees, agents, and subcontractors, by agreement or otherwise, necessary to satisfy its obligations under this Acceptable Use Policy or the Agreement with respect to the use, copying, protection, and security of the Subscription and/or Subscriber Data; (vii) engage in any use, including copying, modification, redistribution, publication, display, performance or retransmission, of any portions of any Subscription, other than as expressly permitted by this Agreement, without the prior written consent of iCIMS, which consent iCIMS may grant or refuse in its sole and absolute discretion; (viii) use in the Subscription any robot, spider, automatic device or technology to act as a headless user that is able to execute automations using the same interactions and interface as a human; (ix) use the Subscription to send messages that violate applicable laws, rules, and regulations; or (x) use the Subscription to collect, process, or store Subscriber Personal Data (as defined in the Data Processing Addendum) pertaining to minors in violation of applicable laws, rules and regulations. iCIMS, in its sole discretion, may delete and/or remove any Subscriber Data used in connection with the Subscription which violates the terms of this Acceptable Use Policy.

3. Prohibited Uses

Subscriber understands, acknowledges and agrees that it shall not use any Subscription to knowingly: (i) impersonate any person or entity or falsely state or otherwise misrepresent affiliation with any person or entity; (ii) intercept any data not intended for Subscriber or its Users; (iii) perform any hack (ethical or of any other nature), including probing, scanning, or testing (or attempt to do any of the foregoing), loads, penetration, technical security, or other vulnerability of the Subscription or otherwise breach security or authentication measures; or (iv) use the Subscription for any illegal or unlawful activity. Subscriber agrees that it shall not use any Subscription to upload, post, email, transmit, store, distribute or otherwise make available: (a) any content, or engage in any behavior, action, or conduct, that is unlawful, harmful, untrue, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, fraudulent, deceptive, illegal, invasive of another’s privacy, hateful, racist, or otherwise objectionable; (b) any unsolicited or unauthorized messaging (as further set forth in Section 7 below); (c) any Subscriber Data, or otherwise provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources), to any person(s) or organization(s) designated by the United States government as a foreign terrorist pursuant to section 219 of the Immigration and Nationality Act or otherwise in violation of any U.S. export control restrictions; (d) any Subscriber Data or otherwise provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources), to any person(s) or organization(s) in countries sanctioned by the U.S., United Kingdom or European Union (EU) or to those individuals or entities named to a restricted person or party list of the U.S., United Kingdom, or EU, including the sanctions lists maintained by the U.S. Office of Foreign Assets Control or the Denied Persons List or Entity List maintained by the U.S. Department of Commerce, in violation of applicable sanctions law(s); (e) a time bomb, worm, virus, malware, ransomware, lock, drop-dead device, or other similar component of software or electronically stored information that is intended in any manner to: (1) damage, destroy, alter, or adversely affect the operation of the Subscription or any software, hardware, or a service in connection with which the Subscription is used; or (2) reveal, damage, or alter any Subscriber Data, or



any other software, hardware, or information of or relating to another person or entity; or (f) any incorrect or misleading Subscriber Data.

4. Limitations

Except as otherwise set forth on the applicable Order Form and/or Statement of Work, Subscriber understands and acknowledges that iCIMS may establish, as described in the Documentation, user, technical or other limits concerning Subscriber, its Affiliates and Users use of the Subscriber Data and their use or access to the Subscription (or part thereof). iCIMS shall provide Subscriber with commercially reasonable notice (which for purposes of this Limitations Section may include notice by update to the applicable Documentation in accordance with the Agreement) of any such new practices or limits to the specific Subscriptions (i.e., the particular product(s), offering(s), portal(s), module(s), line item(s) to which such new practices or limits pertain) ("**Affected Subscription**") pursuant to the terms thereof. If Subscriber provides iCIMS with written notice of any objection to such new practices or limits to the Affected Subscription within fifteen (15) days of iCIMS' notice thereof, such new practices or limits to the Affected Subscription will not be effective until Subscriber and iCIMS have reached an agreement with respect to such change, practice, or limit to the Affected Subscription. In the event an agreement cannot be reached within sixty (60) days from Subscriber's objection to such notice, such new practice or limit to the Affected Subscription will not be effective as to Subscriber for the remainder of the Subscription Period, provided that iCIMS may, in its sole discretion and upon thirty (30) days written notice to Subscriber, terminate the Affected Subscription for convenience, and Subscriber's sole remedy for iCIMS' termination hereunder will be a refund of any pre-paid but unused fees specific to the Affected Subscription.

5. Named Users

Subscriber shall ensure that only named Users access or use the Subscription and that each named User is a unique person. Use of a non-iCIMS intermediate user interface, portal, or page to aggregate data, information, or actions from multiple individuals or users into the Programs will be deemed separate named Users under this Agreement. Further, sharing of usernames and/or passwords for access to the Subscription is prohibited and Subscriber shall be responsible for its Users misuse of any usernames or passwords to access the Subscription.

6. Consents & Authorizations

Subscriber understands, acknowledges and agrees that: (i) iCIMS is not a covered entity or a business associate for purposes of the U.S. Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder; (ii) Subscriber shall not, and shall ensure each User does not, use the Subscription to submit, upload, process or store any health-related information, as the basis for any health-related decisions, or in connection with performing any health care related functions or activities requiring the disclosure, processing or storing of any health-related information. Further, Subscriber is solely responsible for determining the form of and providing or obtaining any notices, consents and/or authorizations, if any, required by any applicable laws or regulations associated with the collection, use, disclosure, transfer, or other processing of, or access to, any Subscriber Data.

7. E-Mail Message Compliance

Subscriber shall comply with the following when sending e-mail messages through the Subscription: (i) use only permission-based marketing e-mail message lists (i.e., lists in which each recipient has expressly granted permission to receive e-mail messages from Subscriber by affirmatively opting-in to receiving those e-mail messages); (ii) always include a working "unsubscribe" mechanism in each e-mail message that allows the recipient to opt-out from an e-mail mailing list except as otherwise required or set forth by applicable law; (iii) comply with all requests from recipients to be removed from email mailing lists within ten (10) days of receipt of the request or the appropriate deadline under applicable law; (iv) maintain, publish, and comply with a privacy policy that meets all applicable legal requirements, whether or not Subscriber controls the sending of the e-mail message; and (v) include in each e-mail message: (a) a link to a then-current privacy policy applicable to that e-mail message, and (b) a valid physical mailing address or a link to that information. While using the Subscription, Subscriber shall not: (1) send e-mail messages to addresses obtained from purchased or rented digital message lists; (2) use third party message addresses, domain names, or mail servers without proper permission; (3) routinely send e-mail messages to non-specific addresses (e.g., webmaster@domain.com or info@domain.com); (4) send e-mail messages that result in an unreasonable number of spam or similar complaints (even if the e-mail messages themselves are not actually spam); (5) disguise the origin, or subject matter of, any e-mail message or falsify or manipulate the originating message address, subject line, header, or transmission path information for any e-mail message; (6) send offers for the purpose of obtaining personal information or generating leads for third parties; (7) send "chain letters," "pyramid schemes," or other types of messages that encourage the recipient to forward the content to strangers; (8) send to lists of addresses that are programmatically generated or scraped from the internet; (9) employ sending practices, or have overall message delivery rates, which negatively impact or has adverse effects on the Subscription; or (10) import, or incorporate into, any contact lists or any other similar lists that you may upload to the Subscription, any of the following information: social security numbers, national insurance number, credit card data, passwords, security credentials, bank account numbers, or sensitive personal, health, or financial information of any kind.



Subscriber acknowledges and understands that other terms, conditions, and policies may apply to its use of Communication Products as further detailed in Section 8 (Phone Number Providers) below.

8. Phone Number Providers (if applicable)

Some products used by the Subscriber as part of the Subscription may enable Subscriber to send messages through a phone number and/or short code using SMS or other methods. iCIMS engages third-party vendors to provide the phone number(s) and short code(s) that Subscriber uses to communicate through the applicable product. If Subscriber elects to use a product as part of the Subscription that involves phone number(s) or short code(s), Subscriber will be notified which third-party vendor will be providing it with the phone number(s) and/or short code(s) through its "User Preferences" page of its platform. The vendors currently used, along with a link to their respective terms, conditions, and policies are as follows:

- [Twilio](#)
- [Vonage](#)

Subscriber understands, acknowledges and agrees that its use of phone number(s) and/or short code(s) within the Subscription must conform and comply with the guidelines set forth by the [CTIA](#) (Cellular Telecommunications Industry Association), the [CWTA](#) (Canadian Wireless Trade Association), the [ETNO](#) (European Telecommunications Network Operators' Association), and the [GSMA](#) (Global System Mobile Association), as applicable. Subscriber's use of the Subscription must comply with all laws and regulations governing communications to or from message recipients, including, but not limited to, the U.S. CAN SPAM Act, U.S. Telephone Consumer Protection Act ("TCPA"), Canadian Anti-Spam Legislation, S.C. 2010, c. 23, and any other applicable federal, state, local or foreign laws.

In the event Subscriber chooses to subscribe to a product that enables sending SMS and/or similar messages utilizing phone numbers or short codes, Subscriber acknowledges and agrees that Subscriber is solely responsible for complying with all terms, conditions, guidelines and policies of the organizations listed above, and any other similar self-regulatory organizations, as applicable.





Fort Bend County Renewal Order Form

CONTACT INFORMATION

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

Subscription Period: 12 Months
Subscription Start Date: December 01, 2023
Effective Date: Last Date of Signature

Total Subscription Fees: USD 53,952.06
Total One-Time Fees: USD 0.00
Currency: USD

Recurring Subscription Fees

Name	Description	Quantity
iCIMS Applicant Tracking	For 2550 Employees: iCIMS Applicant Tracking Application access for all employees within employee footprint, including necessary forms and portals	1.00

iCIMS has updated its product names. For additional information, please [click here](#).

Total Contract Value: USD 53,952.06

ADDITIONAL SERVICES INCLUDED AT NO ADDITIONAL INVESTMENT

iCIMS SUPPORT SERVICES	Digital chat and case support for designated System Administrators through the iCIMS Community, as further detailed in our Support & Maintenance Policy available at www.icims.com/gc .	INCLUDED
iCIMS TRAINING PACKAGE	Access to eLearnings, New Release Trainings, and Knowledge-Base Resources through the iCIMS Community	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](#)



Confidential

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11/27/2023

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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 53,952.06

Subscription Period: 12 Months

Subscription Start Date: December 01, 2023

Subscription End Date: November 30, 2024

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 November 30, 2023.

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.

The Subscriptions on this Order Form and any Amendment Order Forms executed after the Effective Date (collectively, the "Order Forms") will automatically renew for additional periods equal to the length of the Subscription Period indicated above or 24 months, whichever is longer, unless either party provides written notification to the other of its intent not to renew the Subscriptions at least 180 Days in advance of the end of the then-current Subscription Period. Upon such renewal, the parties agree that the price increase will equal 10% annually for the same type, scope, level, and quantity of the products outlined in the Order Forms. iCIMS shall use commercially reasonable efforts to notify Subscriber (including by email to the Primary Contact or the Bill To Contact above) of such pending automatic renewal within a reasonable time, but no less than 210 Days prior to the expiration of the then-current Subscription Period. This provision shall be given precedence over any conflicting terms in the Subscription Agreement.

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 attached hereto as of the date hereof. 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.

Signature:

DocuSigned by:
Michael Pastore
87D511B83FE440F...

Name: Michael Pastore

Title: VP, Sales Operations

Date: 11/28/2023 | 4:27:36 PM EST

GCO Initial:

GCO

Date: 11/28/2023 | 4:19:42 PM EST

Subscriber: Fort Bend County

Signature:

KP George

Name: KP George

Title: County Judge

Date: 12.5.23



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11/27/2023

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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:
2023-1085188

Date Filed:
10/19/2023

Date Acknowledged:
12/05/2023

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

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.

24-IT-100097
RENEWAL OF ICIMS, INC.'S 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)