



## ATS PARTNER MARKETING TOOLKIT LICENSE TERMS

By checking the box and clicking “download”, You, on behalf of your company, agree to be bound by these ATS Partner Toolkit License Terms (“Agreement”). This Agreement governs Your use of downloadable Assets (as defined below) from the ATS Partner Marketing Toolkit (“Toolkit”) and shall be in addition to and supplement any existing agreement that You may have with Indeed, Inc. or its affiliate(s) (“Indeed”). In the event of a conflict between this Agreement and any existing agreement you have with Indeed, the terms of this Agreement shall govern.

Indeed has made the Toolkit available for Your convenience to enable You to promote Your relationship with Indeed (“Approved Endeavors”). Indeed may modify, update, remove, or restrict this Agreement or downloadable content (“Assets”) contained herein, or otherwise restrict or discontinue Your access for any reason, at Indeed’s sole discretion.

Indeed hereby grants You permission to use the Assets in connection with the Approved Endeavors, subject to the terms and conditions set forth herein. This permission to use is personal, non-exclusive, non-assignable, non-transferable, royalty-free, and revocable.

You acknowledge Indeed’s right, title, ownership in and interest in and to the Assets and shall not at any time do or cause to be done, or fail to do or cause to be done, any act or thing, directly or indirectly, contesting or in any way impairing or challenging Indeed’s right, title, or interest in the Assets. You acknowledge that Your use shall not create in You any right, title or interest in such Assets (other than to use such Assets as permitted herein) and that every use of the Assets by You and any and all goodwill arising therefrom shall inure solely to the benefit of Indeed. You further acknowledge and agree that in using the Assets, You shall not purport to act or communicate for or on behalf of Indeed or any of its affiliates.

Your use of the Assets shall be restricted to their appearance and presentation on the Toolkit, and Your use shall not deviate from such presentation and use in any manner whatsoever without Indeed’s prior, written approval. Further, You acknowledge that Your use of the Assets will comply with the Indeed Trademark Use Guidelines (attached hereto as Exhibit 1) as well as any other brand or marketing guidelines provided to You, and be consistent with the high-quality standards associated with the Indeed marks and the goodwill they symbolize, and that the maintenance of such quality standards is an essential part of this Agreement.

1. You at your own expense, shall indemnify, defend and hold harmless Indeed, its partners, employees, agents, affiliates, designees and assignees from and against any and all suits, causes of action, proceedings, loss, damage, liability or expense, including defense costs and legal fees, and claims of any nature whatsoever arising out of or in connection with any act or omission by You, as well as Your partners, employees, agents, affiliates, designees and assignees, relating Your performance or representations made pursuant to this Agreement. You, at Your own expense, shall defend any suit or dispose of any claim or other proceeding brought against said indemnitees on account of such damage or injury, and shall pay all



expenses, including attorneys' fees, and satisfy all judgments which may be incurred by or rendered against said indemnitees.

2. The term of the permission to use granted herein shall continue until the earlier of (a) six (6) months from the date of download, or (b) election by Indeed to terminate this Agreement which it may so choose in its sole and absolute discretion, for any reason whatsoever, with or without cause.
3. Upon termination of this Agreement, all rights granted to You herein shall cease, and You shall immediately discontinue all use of the Assets.
4. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be updated from time to time by Indeed with notice to You.
5. This Agreement shall be governed by the laws of the state of Texas and all actions relating to this agreement shall be brought in Texas.



# TRADEMARK USE GUIDELINES

These Trademark Use Guidelines (“Guidelines”) govern the use and/or display of the INDEED name, trademark, and logo (collectively, the “Indeed Marks”), exclusively as permitted by, and pursuant to, any relevant agreement (“Agreement”) between Indeed and applicable third parties who have been granted a license for such use (“You”). These Guidelines do not supersede the provisions of any Agreement or applicable law, rule or regulation. All capitalized terms not defined herein have the meanings set forth in the Agreement. In the event of a conflict between the Agreement and these Guidelines, the terms of the Agreement shall control.

## A. General

For avoidance of doubt, and notwithstanding any Agreement provisions to the contrary, your right to use the Indeed Marks includes the right to do so through Digital Platforms. For purposes of these Guidelines, “Digital Platforms” should be interpreted to include websites, mobile apps, and any related sites, applications, or programs wholly owned and controlled by you.

**Notwithstanding anything contained herein, any and all content featuring, containing, or referencing the Indeed Marks is subject to Indeed’s prior written approval, which may be granted or withheld in Indeed’s sole and absolute discretion, and which may be withdrawn at any time and for any reason. Unless otherwise provided in writing, Indeed’s approval (if granted) extends only to use of the Indeed Marks for the purpose specifically set forth under the applicable Agreement.**

Notwithstanding anything contained herein, or any approval given by Indeed for use of the Indeed Marks, you must fully comply with all obligations and limitations in the relevant Agreement, as well as all applicable laws, rules, and regulations. Neither these Guidelines nor any approvals given by Indeed for use of the Indeed Marks shall in any way (1) supersede or otherwise limit your obligations under their Agreement with Indeed; (2) constitute an opinion on the lawfulness of such use; or (3) be construed as an acceptance by Indeed of any responsibility or liability whatsoever.

## B. Restrictions on Use of Indeed Marks

### **You shall not:**

- use the Indeed Marks in any way that contradicts or conflicts with the Agreement;
- commingle or combine Indeed Marks with non-Indeed trademarks, brands, characters, products, or properties (for the sake of clarity, you shall be allowed to use your own trademark (if any) as a source identifier on the same page or Digital Platform as the Indeed Marks);
- modify or change any element of the Indeed Marks (including but not limited to altering the color, presentation or style of the INDEED logo, and/or misspelling or truncating the INDEED word mark);
- use the Indeed Marks in a context which suggests a descriptive, generic, or common meaning;
- use the Indeed Marks as a sole means to drive traffic to a Digital Platform;
- purport to communicate on behalf of or impersonate Indeed or any Indeed agent, employee, officer, director, or affiliate;
- use Indeed Marks in paid search advertising terms that mislead or deceive consumers with respect to the products/services being advertised or sold;



- use the Indeed Marks in, or as part of any domain names, or URLs (e.g., [www.indeedATS.com](http://www.indeedATS.com)) without prior written approval from Indeed's legal department, provided however that any current ATS Partner shall be permitted to create webpages or sites separately promoting its partnership with Indeed within or as part of existing Digital Platforms (e.g., [www.YourName.com/indeed](http://www.YourName.com/indeed)), provided that: (1) it is clear to consumers from the contents of such page or site that it is not owned or operated by Indeed, and (2) such content otherwise complies with these Guidelines and the Agreement;
- use the Indeed Marks in, or as part of, any profile pictures, cover photos, usernames, screen names, handles, email addresses or other Digital Platform account identifiers; or
- use the Indeed Marks in connection with material or third parties that contradict, tarnish, detract from or diminish the goodwill of Indeed (including but not limited to online platforms that encourage or commit infringement of intellectual property rights) or which degrade, tarnish or damage the goodwill or reputation of Indeed.

### **C. Permissible Use of Indeed Marks**

**Subject to the terms of any applicable Agreement, each approved use of the Indeed Marks shall conform to the following requirements:**

#### **1. INDEED Word Mark**

Textual references to Indeed as a corporate entity shall use the full name "Indeed, Inc." Textual references to Indeed's products and services must use the INDEED trademark followed by the applicable goods and services, which must be presented in a way that clearly separates "INDEED" from the surrounding text - including (without limitation) by using bold, capital letters, and/or accompanying this word with the "TM" designator (e.g., "Indeed™ job search platform").

#### **2. INDEED Logo**

For all uses, the logo must be presented in color and visually separated from any other textual or graphic elements.

Please note that from time to time, Indeed may update its logo or these assets. You shall be responsible for checking periodically and ensuring that they are using the most current version of this logo, and Indeed reserves the right to withdraw approval of your use of the Indeed Marks for failure to update its use to the most current version of Indeed's logo.

#### **3. ® and ™ Designators**

Any and all use of the Indeed Marks in any form must be accompanied by the appropriate ® or ™ designator. For all uses within the United States, you shall use the ® designator; for all uses outside the United States, you shall use the ™ designator.

### **D. Modification**

These Trademark Use Guidelines are subject to change and may be modified by Indeed at any time to include additional obligations, guidelines, and/or restrictions, or otherwise as Indeed deems appropriate/fit.