

## Addendum for VMS Sync Service

*Version: October 2023*

This Addendum for VMS Sync Service (the “**Addendum**”) is supplemental to the master written agreement between the Licensor and Licensee that governs Licensor’s delivery of the Service (the “**Agreement**”) and is hereby incorporated into the Agreement by reference and shall apply in connection with the Licensee’s use and Licensor’s provision of the VMS Sync Service (the “**VMS Sync Service**”). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them under the Agreement. “Service” includes the VMS Sync Service. In the event of any conflict between the terms of the Agreement and this Addendum, this Addendum shall control.

1. A. Licensee will provide Licensor with information concerning an electronic repository (“**Repository**”) into which Licensor may deposit data translated from vendor management systems providers (each a “**VMS**”) as requested by Licensee (such deposited data is the “**VMS Data**”).  
  
B. Licensee may request that Licensor deliver VMS Data to a data repository (“**Partner Repository**”) controlled by Licensee’s third-party front office software provider (“**Front Office Partner**”). Licensor or its affiliates will use good faith efforts to enter into a mutually agreeable written agreement with such Front Office Partner allowing Licensor and/or its affiliates to deliver the VMS Data provided to Licensee to the Partner Repository. Licensee acknowledges and agrees that Licensor or its affiliates and Front Office Partner may fail to reach such an agreement, or may terminate such an agreement according to its terms, and that in neither case will Licensor be in breach of this Agreement.  
  
C. Licensee shall use Licensor’s VMS Sync dashboard to provide Licensor with a list of the Licensee’s VMS site login credentials (“**Portals**”) for which Licensee requests that Licensor provide VMS Data and (if Licensor so requires) the corresponding VMS(s) to which Licensee subscribes and for which Licensee desires that Licensor acquire and translate VMS Data. For each Portal (and corresponding VMS) from which Licensee requests that Licensor acquire and translate data, and/or transfer personal information from Licensor to a VMS, or Front Office Partner, Licensee will provide Licensor with information and materials necessary for Licensor to perform such activities, such as API keys, user identification and passwords, and URLs (collectively, “**Licensee Materials**”). “Customer Data” or “Licensee Data” (as defined under the Agreement) includes Licensee Materials. Licensee may update the list of Portals and VMSs from time to time, and will ensure that Licensor receives updated versions of the Licensee Materials in order to provide Licensee with continued access to the VMS Sync Service.  
  
D. Subject to all of the terms and conditions of the Agreement, and to the extent that the VMS Sync Service is compatible with any given VMS and/or Portal data, Licensor will, from time to time, deposit into the Repository (and if applicable, any Partner Repository) updated VMS Data for Licensee’s Portals.
2. Licensee agrees to comply with all applicable laws and governmental regulations including, without limitation, all applicable U.S., foreign, and state laws, regulations and rulings with respect to Licensee’s use of the VMS Sync Service. Licensee represents and warrants that its use of the VMS Sync Service does not conflict with any agreement Licensee has with a third-party. Licensee is solely responsible for obtaining any and all necessary consents from candidates and other data subjects to enable Licensor to transfer personal information to a VMS and/or Front Office Partner on Licensee’s behalf. Licensor disclaims all liability for Licensee’s use of the VMS Sync Service to collect, store or use personally identifiable information or personal information, regardless of system functionality or specifications.
3. Licensee will at its expense defend and indemnify Licensor from and against, and pay all costs, expenses including attorneys’ fees, settlement amounts or damages awarded against or incurred by Licensor resulting from a claim or alleged claim by a third party that Licensee failed to secure any third party rights (including, without limitation, the right to provide Licensor with the Licensee Materials) or failed to Licensee’s breach or violation of Section 2 above.

4. Licensor does not warrant that all errors with respect to the operation of the VMS Sync Service will be corrected. Licensor's warranty with respect to the VMS Sync Service does not apply to (a) any changes to any Licensee or third party system (including any VMS or Front Office Partner software or Licensee system with which the VMS Sync Service may interoperate); (b) Licensee's integration of the VMS Data into any system, process or software; or (c) the VMS Sync Service or VMS Data to the extent used in a manner other than as set forth in the documentation provided by Licensor and authorized under the Agreement. In the event that a third party modifies their site in a way that materially renders all of Licensee's Portal sites unusable and Licensor is unable to substantially restore such functionality with reasonable commercial effort, Licensee shall have the right as its exclusive remedy to terminate the VMS Sync Service and receive a refund of the VMS Subscription Fees (defined below) fees paid for the VMS Sync Service for the terminated portion of the Term, to the extent that Licensee has paid such license fees in advance.
5. "**VMS Subscription Fees**" are the recurring fees associated with the use of the VMS Sync Service, and "Subscription Fees" as defined in the Agreement shall include VMS Subscription Fees. The non-refundable minimum Subscription Fees for the minimum quantity of Requisitions for the VMS Sync Service will be invoiced in advance for each Billing Interval, as indicated on the Pricing Schedule, as amended. On a quarterly basis, to the extent that the actual number of Requisitions for the preceding three (3) month period exceeds the minimum quantity for that period, each Requisition will be charged at the same per Requisition rate as is in effect during such preceding period. A "**Requisition**" is defined as a unique job requisition from a VMS site based on that site's unique identifier (such as Req.#). Requisitions will not be counted more than once regardless of subsequent data sweeps. If applicable (as specified on the Pricing Schedule), VMS Subscription Fees may also be charged for each Portal. The minimum VMS Subscription Fees for Portals will be invoiced in advance for each Billing Interval, as indicated on the Pricing Schedule, as amended. On a quarterly basis, to the extent that the actual number of Portals for the preceding three (3) month period exceeds the minimum quantity for that period, each Portal will be charged at the same per Portal rate as is in effect during such preceding period.
6. A one-time setup fee may apply for each Portal for which Customer desires that Bullhorn acquire and translate VMS Data.
7. **Modifications.** Licensor may update this Addendum from time to time and will post updated "Versions" of this Addendum at <https://www.bullhorn.com/legal-terms/supplemental-terms/VMS.pdf>. It is Licensee's responsibility to regularly check <https://www.bullhorn.com/legal-terms/supplemental-terms/VMS.pdf> for the most recent Version. Licensee may subscribe to receive email notifications when updated Versions are posted by completing and submitting the form at <https://www.bullhorn.com/legal-terms/supplemental-terms>. Except with respect to amendments or changes required by applicable law, Licensee may object to the terms of the updated Version by notifying Licensor through completion of the form at <https://www.bullhorn.com/legal-terms/supplemental-terms> within ten (10) business days of the date of the then-current Version (the "Notice Period"). If Licensee notifies Licensor of its objection within the Notice Period, then the Addendum in effect immediately prior to the then-current Version shall apply to Licensee's use of the VMS Sync Service until the end of Licensee's then current Initial Term or Renewal Term, as the case may be. When the VMS Sync Service is renewed, it will be renewed under the then current Version of the Addendum.