

Addendum for Analytics Service

Version: March 2024

This Addendum for Analytics Services (the “**Addendum**”) is supplemental to the master written agreement between the parties 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 following Services: (i) “Analytics Corporate,” “Analytics Enterprise,” “Analytics Growth,” or other “Analytics” solutions (each the “**Analytics Service**”), (collectively the “**Analytics Services**”) licensed by Licensor to Licensee under a Pricing Schedule. Capitalized terms used, but not defined, herein shall have the same meaning as in the Agreement. If there is any inconsistency between the terms of the Agreement and this Addendum, this Addendum shall control with respect to the Analytics Service(s).

1. The number of Analytics Service Users shall always be equal to the number of ATS/CRM Users.
2. While the Licensee may use the Analytics Service to transmit music, images, pictures, or like material, the Licensee must not use the Analytics Service to store or transmit infringing, libelous, or unlawful material, or use the Service in violation of any third party rights including copyright. In particular, without limitation, the Licensee must not use the Analytics Service to (i) broadcast or transmit music or similar media and/or (ii) transmit any pictures or images, in each case without all necessary licenses, authorizations, consents, and permissions that may be required. Licensor will not be responsible for, nor will Licensor vet or approve, the material the Licensee transmits or stores using the Service. Accordingly, the Licensee accepts all responsibility for all items stored or transmitted using the Analytics Service and will hold Licensor harmless in all respects for all losses, damages, costs, and expenses Licensor may suffer in this respect.
3. Licensor will use commercially reasonable efforts to make the Analytics Service available during normal business hours but will not be responsible for any planned downtime of the Analytics Service for maintenance, repairs, or other administrative reasons. Licensor reserves the right to carry out regularly scheduled maintenance windows (weekly or otherwise as solely determined by Licensor). The current regular scheduled maintenance window times are provided in the Service’s Administration Console, subject to alteration at Licensor’s sole discretion from time to time.
4. Licensee shall indemnify and hold Licensor harmless as set forth in the indemnity provisions of the Governing Agreement for any breach of the representations and warranties set forth herein.
5. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them under the Agreement. If there is any inconsistency between the terms of the Agreement and this addendum, this addendum shall control.
6. 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/analytics.pdf>. It is Licensee’s responsibility to regularly check <https://www.bullhorn.com/legal-terms/supplemental-terms/analytics.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 Analytics Service until the end of Licensee’s then current Initial Term or Renewal Term, as the case may be. When the Analytics Service is renewed, it will be renewed under the then current Version of the Addendum.