

Addendum for Cube Service

Version: March 2024

This Addendum for Cube 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 “cube Enterprise,” “cube X,” or other “cube” solutions (each the “**Cube Service**”). Capitalized terms used, but not otherwise defined, herein shall have the same meaning as in the Agreement. In the event of any conflict between the terms of the Agreement and this Addendum, this Addendum shall control as related to the Cube Service.

1. Users of the Cube Service may or may not be the same Users that utilize the ATS/CRM Service, therefore with respect to the Cube Service, only Users of such Cube Service will be counted for billing purposes (subject to the minimum number of Users as indicated in the Pricing Schedule).

2. While the Licensee may use the Cube Service to transmit music, images, pictures, or like material, the Licensee must not use the Cube 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 Cube 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 Cube 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 Cube Service available during normal business hours but will not be responsible for any planned downtime of the Cube 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/cube.pdf>. It is Licensee’s responsibility to regularly check <https://www.bullhorn.com/legal-terms/supplemental-terms/cube.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 Cube Service until the end of Licensee’s then current Initial Term or Renewal Term, as the case may be. When the Cube Service is renewed, it will be renewed under the then current Version of the Addendum.