

Addendum for Equipment

Version: October 2023

This Addendum for Equipment (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 Equipment (as defined below), (the “**Time Clock Service**”) and related maintenance. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them under the Agreement. In the event of any conflict between the terms of the Agreement and this Addendum, this Addendum shall control with respect to the Equipment and Time Clock Service.

1. The equipment to be rented by the Licensee is identified in a Pricing Schedule (the “**Equipment**”).
2. **Equipment Renting:**
 - a. The Licensee shall at its own expense, protect, keep and maintain, in its custody, all Equipment herein rented, in a good state of condition and repair, and agrees to return the same Equipment less normal wear and tear to Bullhorn’s premises upon the termination or expiration of the Agreement. Notwithstanding the Term set forth in the Agreement, Licensee may return Equipment at any time and shall be responsible for Equipment and maintenance fees until the Equipment is received and accepted in good condition by Bullhorn.
 - b. In the event the Equipment is destroyed or damaged, by any casualty, outside of normal wear and tear, or by misuse by the Licensee, or is lost, stolen or missing, the Licensee shall be liable to Bullhorn for the full replacement value or cost thereof as determined by Bullhorn to replace or repair the same, and no allowance will be made for the reason that all or any part of it was not used by the Licensee.
 - c. Licensee agrees to assume full responsibility and liability for the return of the Equipment herein rented to Bullhorn’s premises. Licensee agrees not to deface, obliterate or damage said Equipment beyond normal wear and tear as determined by Bullhorn and/or equipment(s) manufacturer(s) standards.
 - d. Bullhorn reserves the right to withhold Licensee Support until reimbursed for replacement costs for any Equipment that has been damaged through misuse by the Licensee.
3. **Equipment Changes and Purchasing.** Bullhorn reserves the right to make changes or discontinue support of Equipment that has reached its “End of Life” stage as determined by Bullhorn. The traditional life span for the Equipment is 3-5 years. If the Licensee is currently utilizing versions or products in the end of life stage they will be contacted by Bullhorn’s sales team and offered an upgrade plan determined by Bullhorn.
4. **Equipment Maintenance.** Equipment maintenance provides for next day replacement (when & where applicable) in the event of Equipment hardware or software failure, as well as data restoration and software upgrades. Any failures in hardware or software due to events that would not be considered normal wear and tear or an equipment defect as determined by Bullhorn, including, but not limited to, damage caused by accident, vandalism, theft, abuse, fire, water, or electrical power failure, or Licensee misuse are not covered. In the event the hardware or software failure is not covered, as determined by Bullhorn, repair or replacement of such Equipment will be charged to Licensee at the then current retail price.
5. **Training and Implementation.** If required, related training and/or implementation fees are covered under a separate Statement of Work.
6. **Telephone Consultation.** Telephone consultation is available pertaining to the operation of any modules of the Time Clock Service including but not limited to the time clock and Web application. This Time Clock Service provides access to Bullhorn’s Customer Support for Licensee’s authorized Support Contacts. Customer Support

shall not be used to obtain training or answers to operational questions for personnel who are untrained on the use of the Time Clock Service.

7. **Biometric Data.** Licensee shall not collect and/or store biometric data of Data Subjects, including, without limitation, fingerprint, retina, voice and/or facial recognition data in relation to its use of certain features and functions within the Service. Licensee shall defend, indemnify and hold bullhorn harmless from any damages, claims, liabilities, costs and expenses related to Licensee's collection and storage of biometric data in accordance with the indemnification provisions of the Agreement.
8. **Modification.** 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/equipment.pdf>. It is Licensee's responsibility to regularly check <https://www.bullhorn.com/legal-terms/supplemental-terms/equipment.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 Equipment and Time Clock Service until the end of Licensee's then current Initial Term or Renewal Term, as the case may be. When the Equipment and Time Clock Service is renewed, it will be renewed under the then current Version of the Addendum.