

Addendum for LinkedIn RSC Integration

Version: October 2023

This Addendum for LinkedIn RSC Integration (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 provisioning of the LinkedIn RSC Integration (as defined below). 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 this Addendum and the Agreement, this Addendum shall control with respect to Licensee’s use of the LinkedIn RSC Integration.

1. If there is any inconsistency between the terms and conditions of the Agreement and this Addendum, this Addendum shall control and prevail with respect to the LinkedIn RSC Integration. LinkedIn Recruiter System Connect (“**LinkedIn RSC**”) is a third-party service licensed by LinkedIn Corporation (“**LinkedIn**”) and is not operated by Licensor. Licensor shall have no obligations under the Agreement with respect to LinkedIn RSC or Licensee Data submitted thereto including, without limitation, any indemnification obligations.
2. The “**LinkedIn RSC Integration**” is an integration between the Service licensed by Licensor and the services licensed to Licensee by LinkedIn (“**LinkedIn Service**”) that provides Licensee with functionality to enable the Licensee to retrieve and display certain data and content from the LinkedIn Service in the Service, and retrieve and display certain data and content from the Service in the LinkedIn Service. Licensee acknowledges that by accessing the LinkedIn RSC Integration, Licensee has elected to use the LinkedIn RSC Integration and accepts all risks and liability therefor.
3. The Licensee Data provided to LinkedIn may include, but is not limited to, candidate name, candidate contact information, status, and application information.
4. Licensee Data may be transferred to, hosted and stored by LinkedIn through the LinkedIn RSC Integration. For the avoidance of doubt, Licensor will continue to host and store Licensee Data within its systems and data centers during the Term of the Agreement. Licensee agrees to and acknowledges that a synchronized copy of Licensee Data may be transferred, hosted and stored by LinkedIn during the Term of the Agreement or such shorter period as provided herein. Licensee Data will be synchronized on a periodic basis between Licensor’s systems and data centers and the LinkedIn Service via the LinkedIn RSC Integration. Licensee acknowledges and agrees that the Licensee Data hosted and stored by LinkedIn is subject to the terms that govern Licensee’s use of the LinkedIn Service as set forth in Licensee’s LinkedIn Subscription Agreement and any other agreement or documentation agreed to by LinkedIn and Licensee.
5. The Licensee Data provided to LinkedIn in connection with the LinkedIn RSC Integration may be used, accessed, aggregated, viewed, transmitted to, and stored by LinkedIn for any legal purpose as set forth in Licensee’s LinkedIn Service Agreement and any other agreement or documentation agreed-to by LinkedIn and Licensee, including, without limitation, the purpose of populating, supporting and improving the LinkedIn Service (e.g., developing, implementing and advancing LinkedIn’s matching, searching and targeting algorithms). Licensee acknowledges and agrees that the Licensee Data collected and used by LinkedIn is subject to the terms that govern Licensee’s use of the LinkedIn Service as set forth in Licensee’s LinkedIn Subscription Agreement and any other agreement or documentation agreed-to by LinkedIn and Licensee.
6. Applications data, candidates data, job posting data, User behavior, and other analytics and inferences (collectively, “**Licensee Analytics**”) may be used, accessed, aggregated, viewed, transmitted to, and stored by LinkedIn for any legal purpose including, without limitation, the purpose of developing, implementing and advancing match, search and targeting algorithms, product improvements and enhancements, and other

statistical reporting and analytics, as set forth in Licensee's LinkedIn Subscription Agreement and any other agreement or documentation agreed to by LinkedIn and Licensee.

7. Licensee agrees to provide and/or obtain all required notices and obtain all required consents regarding accessing, storing and transferring Licensee Data and Licensee Analytics, to third parties including LinkedIn and its affiliates and Licensor's ability to access, store and transfer such data, in accordance with the terms of the Agreement and this Addendum.
8. Licensor may terminate the LinkedIn RSC Integration with notice to Licensee if such service is terminated by LinkedIn or otherwise upon fourteen (14) days' written notice to Licensee. Licensee may terminate the LinkedIn RSC Integration for any reason upon at least fourteen (14) days' written notice to Licensor. For the avoidance of doubt, except as expressly provided herein to the contrary, nothing in this Addendum shall affect or nullify the requirements set forth in the applicable "Term" and "Termination" section(s) of the Agreement and any applicable amendments to the Agreement as between the Licensee and Licensor.
9. Upon termination or expiration of the LinkedIn RSC Integration, Licensee agrees and acknowledges that Licensor will request that LinkedIn delete any Licensee Data transferred, hosted or stored by LinkedIn as a result of the LinkedIn RSC Integration. Licensee may request that Licensor not delete the Licensee Data transferred, hosted or stored by LinkedIn as a result of the LinkedIn RSC Integration by providing Licensor written notice within thirty (30) days after the effective date of termination or expiration of the LinkedIn RSC Integration. For the avoidance of doubt, nothing in this Clause 9 shall affect or nullify the requirements set forth in Agreement and any applicable Amendments to the Agreement relating to Licensee Data hosted and stored within Licensor's systems and data centers between the Licensee and Licensor.
10. Notwithstanding the foregoing Clause 9, Licensee agrees and acknowledges that LinkedIn may retain Licensee Data and Licensee Analytics after termination or expiration of the LinkedIn RSC Integration.
11. WITH RESPECT TO THE LINKEDIN RSC INTEGRATION AND LICENSEE DATA PROVIDED TO LINKEDIN IN CONNECTION THEREWITH, NEITHER LICENSOR NOR ITS LICENSORS, MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. THE LINKEDIN RSC INTEGRATION IS PROVIDED TO LICENSEE ON AN "AS IS" AND "AS AVAILABLE" BASIS. LICENSEE ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE LINKEDIN RSC INTEGRATION OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR LICENSEE'S PURPOSES. LICENSEE ACKNOWLEDGES THAT (A) THE OPERATION OF THE LINKEDIN RSC INTEGRATION MAY NOT BE UNINTERRUPTED OR ERROR FREE, AND THE LINKEDIN RSC INTEGRATION CANNOT BE FREE OF RISK OF VIRUSES OR THREATS; (B), THE FEATURES OR FUNCTIONALITIES OF THE LINKEDIN RSC INTEGRATION MAY CHANGE FROM TIME TO TIME AND ACCORDINGLY CERTAIN FEATURES OR FUNCTIONALITIES MAY CEASE TO BE AVAILABLE AT ANY TIME IN THE FUTURE; (C) THE LINKEDIN RSC INTEGRATION MAY BE VULNERABLE TO FRAUD OR UNAUTHORIZED USE; AND (D) THE LINKEDIN RSC INTEGRATION MAY NOT MEET LICENSEE'S REQUIREMENTS. LICENSOR DOES NOT GUARANTEE THE ACCURACY, ADEQUACY, AVAILABILITY OR COMPLETENESS OF THE LINKEDIN RSC INTEGRATION, AND IS NOT AND SHALL NOT BE RESPONSIBLE FOR ANY LOSSES, DAMAGES OR LIABILITIES THE LICENSEE MAY INCUR IN CONNECTION WITH LICENSEE'S USE THEREOF. LICENSEE'S SOLE AND EXCLUSIVE REMEDY IN CASE OF ANY DISSATISFACTION WITH THE LINKEDIN RSC INTEGRATION OR INFORMATION GENERATED THEREBY IS TERMINATION IN ACCORDANCE WITH CLAUSE 8 HEREIN.
12. WITH RESPECT TO THE LINKEDIN RSC INTEGRATION AND LICENSEE DATA PROVIDED TO LINKEDIN IN CONNECTION THEREWITH, IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY DAMAGES, LIABILITIES, CLAIMS, DEMANDS, PROCEEDINGS, COSTS OR EXPENSES (INCLUDING LEGAL EXPENSES) TO LICENSEE ARISING OUT OF OR IN CONNECTION WITH

ANY ACTION OR OMISSION BY LICENSOR, LINKEDIN AND/OR THEIR RESPECTIVE SUPPLIERS OR AFFILIATES.

WITH RESPECT TO THE LINKEDIN RSC INTEGRATION AND LICENSEE DATA PROVIDED TO LINKEDIN IN CONNECTION THEREWITH, IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR ENHANCED DAMAGES OF ANY TYPE OR KIND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF INCOME, LOSS OF OPPORTUNITY, LOSS OF SAVINGS OR COMPUTER FAILURE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Licensee consents to Licensor adding an API User to enable the LinkedIn RSC Integration. This User Account will not be a billable User.
14. 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/linkedin.pdf>. It is Licensee's responsibility to regularly check <https://www.bullhorn.com/legal-terms/supplemental-terms/linkedin.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 LinkedIn RSC Integration until the end of Licensee's then current Initial Term or Renewal Term, as the case may be. When the LinkedIn RSC Integration is renewed, it will be renewed under the then current Version of the Addendum.