

Bullhorn Messaging Addendum

Version: October 2023

This Bullhorn Messaging Addendum (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 Bullhorn Messaging 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 Agreement and this Addendum, this Addendum shall control and prevail over the Agreement with respect to Licensee’s use of the Bullhorn Messaging Service.

TextUs Subscription Services Terms. The Bullhorn Messaging Service is powered by TextUs Services, Inc. (“TextUs”). Your use of the Bullhorn Messaging Service is subject to the applicable terms and conditions of this Agreement, and the TextUs Subscription Services Terms available at: <https://textus.com/eussa/> (the “TextUs Terms”). The TextUs Terms form a separate, and direct agreement between You and TextUs, and exclusively govern Your use of the Bullhorn Messaging Service, including, but not limited to, any processing of Personal Data performed by TextUs, which as between You and TextUs, shall be governed solely by the TextUs Terms. For the avoidance of any doubt, Bullhorn and its Affiliates are not a party to the TextUs Terms and Bullhorn does not have any data privacy obligations to you with respect to your Personal Data. Bullhorn expressly disclaims any liability for any claim or controversy arising out of the TextUs Terms and/or any breach thereof, or other acts or omissions by TextUs. In the event of a conflict between the TextUs Terms and the terms and conditions of this Agreement, the TextUs Terms shall control and prevail with respect to the Bullhorn Messaging Service only.

Usage Limits. Usage limits apply based on the specific version of Bullhorn Messaging Service licensed by Licensee. Refer to the Pricing Schedule(s) for specific usage limits. For the avoidance of doubt, only outbound messages are counted towards the allocated usage limit and/or overage, as the case may be. If the usage limit is exceeded, then-current overage rates as set forth at: www.bullhorn.com/bullhorn-messaging-overages/ will apply and may be updated without notice.

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/messaging.pdf>. It is Licensee’s responsibility to regularly check <https://www.bullhorn.com/legal-terms/supplemental-terms/messaging.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 Bullhorn Messaging Service until the end of Licensee’s then current Initial Term or Renewal Term, as the case may be. When the Bullhorn Messaging Service is renewed, it will be renewed under the then current Version of the Addendum.