

Addendum for Onboarding Service

Version: October 2023

This Addendum for Onboarding 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 shall apply in connection with the Licensee’s use of and Licensor’s provisioning of Onboarding SMB Edition, Onboarding 365 Edition, Onboarding Talent Edition, or other candidate onboarding solution (each the “**Onboarding Service**”) licensed by Licensor to Licensee pursuant to a Pricing Schedule. Capitalized terms used but 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 with respect to Licensee’s use of the Onboarding Service.

1. Licensee represents and warrants that: (i) no information related to an applicant or candidate’s health or health condition, including without limitation Protected Health Information (as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act and its existing and future implementing regulations (“**HIPAA**”)), or a health service provided or sought by an applicant or candidate, shall be submitted into the Onboarding Service, (ii) it is not a “Covered Entity” or a “Business Associate,” as each such term is defined under HIPAA, (iii) any individually identifiable health information will be submitted into the Onboarding Service solely and directly by Licensee’s Users, (iv) it is responsible and liable for maintaining the security of the Licensee Data, other than the security of Licensee Data maintained by Licensor on its systems, (v) before submitting any non-public personal or financial information to the Onboarding Service, Licensee will comply with any laws applicable to the disclosure of such information, including providing notices or obtaining permission or consents from Users or third parties to allow sharing of their information, (vi) it acknowledges that Licensor is relying on the foregoing representations and warranties and that, other than the laws and regulations applicable to Licensor in the operation of its business, privacy and security standards relating to health plan information, including HIPAA privacy and security standards, are not applicable to Licensor in providing the Onboarding Service, and (vii) acknowledges that the Onboarding Service is not provided as a compliance tool, nor does use of the Onboarding Service guarantee compliance with state, federal or foreign laws, including but not limited to, E-Verify (I-9), EEOC regulations, the Electronic Signatures in Global and National Commerce Act, or the Uniform Electronic Transactions Act, and it shall be the sole responsibility of Licensee to ensure its compliance with all such applicable state, federal and/or foreign laws.

2. *E-Verify Integration.* If Licensee utilizes the Onboarding Service with the E-Verify integration (the “**Onboarding Service with E-Verify**”), Licensee represents and warrants that (i) it shall complete the applicable enrollment with E-Verify prior to using the Onboarding Service with E-Verify, and (ii) it shall comply with all of the terms and conditions applicable to Licensee’s enrollment in E-Verify, including without limitation, the applicable Memorandum of Understanding between Licensee and the Department of Homeland Security (DHS). Licensee is responsible for interfacing with Licensee’s employees or candidates with respect to the Onboarding Service with E-Verify, including without limitation, renewals, rejections, or corrections. In addition to any termination rights set forth in the Agreement, Licensor may terminate the Onboarding Service with E-Verify upon notice to Licensee if such service is terminated by DHS.

3. *Export.* Licensee represents and warrants that it shall take all actions necessary to ensure compliance with all applicable laws, regulations, orders or other restrictions on exports and further shall not sell, license or re-export, directly, or indirectly, the Onboarding Service to any person or entity for sale in any country or territory, if, to the knowledge of Licensee based upon reasonable inquiry, such sale, would cause the parties to be in violation of any such laws or regulations now or hereafter in effect.

4. Licensee acknowledges that Licensor is relying on the foregoing representations and warranties as provider of the Onboarding Service.

5. Licensee shall indemnify and hold Licensor harmless as set forth in the indemnity provisions of the Agreement for any breach of the representations and warranties set forth herein.

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