

BULLHORN SEARCH & MATCH ADDENDUM

Version: December 2024

This Bullhorn Search & Match Addendum (the "Addendum") is supplemental to, and subject to the terms, conditions and limitations of, 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 Search & Match Service ("Search & Match"). 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 Search & Match Service.

- 1. Licensee may elect to collect and process Personal Data of its customers, candidates, Users and/or Data Subjects in Search & Match subject to Licensee's compliance with this Addendum and the Agreement. Use of Search & Match does not guarantee compliance with any Applicable Laws, and Licensee is solely responsible for its compliance with all Applicable Laws including, without limitation laws applicable to artificial intelligence and automated decision-making, in relation to its use of Search & Match. Licensee agrees to notify and obtain any consents legally required from its customers, candidates, Users and/or any Data Subjects whose Personal Data is accessed, used, stored or otherwise processed through Search & Match. Licensee is also responsible for obtaining any rights from copyright holders in connection with its use of any copyrighted materials used in, or processed by, Search & Match.
- 2. Licensee acknowledges that Search & Match may include one or more features that involve machine-learning and algorithms, automated processing and/or artificial intelligence. By enabling Search & Match, Licensee acknowledges that Licensor may access, use, analyze and otherwise process (i) Licensee Data in Search & Match, and (ii) Licensee's and its Users' use of Search & Match, for the purpose of developing, testing and improving Search & Match and other similar products and services of Licensor. Such developments, findings and improvements shall be the sole property of the Licensor.
- 3. Licensee acknowledges that Licensor has not and will not render any legal opinions regarding Licensee's use of Search & Match, including, but not limited to, compliance with any Applicable Laws, and Licensee shall base its processes, guidelines, and decisions on its own policies, procedures, legal advice and independent decisions. Any professional services, consultation, training, information and forms provided by Licensor are provided for informational purposes only in relation to use of Search & Match, and not for the purpose of providing legal advice. IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE FOR THE RESULTS OF ANY DECISIONS, RECOMMENDATIONS OR OUTPUT PROVIDED BY SEARCH & MATCH, OR FOR THE ACTIONS, DECISIONS OR RECOMMENDATIONS OF THE LICENSEE OR ITS USERS. LICENSEE ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER SEARCH & MATCH OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR LICENSEE'S PURPOSES.
- 4. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH REGARD TO THE EXCLUDED CLAIMS AS SET FORTH IN SECTION 7 BELOW, THE TOTAL LIABILITY OF EITHER PARTY (INCLUDING, AS TO LICENSOR, ITS LICENSORS OR SUPPLIERS) TO THE OTHER PARTY FOR ALL CLAIMS ARISING UNDER THIS ADDENDUM IS LIMITED, IN THE AGGREGATE, TO THE SUBSCRIPTION FEES PAID OR PAYABLE FOR THE SEARCH & MATCH SERVICE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FIRST GIVING RISE TO SUCH CLAIM.
- 5. NOTWITHSTANDING SECTION 4, WITH RESPECT TO SEARCH & MATCH AND LICENSEE DATA PROVIDED IN CONNECTION THEREWITH, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY DAMAGES, LIABILITIES, CLAIMS, DEMANDS, PROCEEDINGS, COSTS OR EXPENSES (INCLUDING LEGAL EXPENSES) TO



LICENSEE OR ANY THIRD PARTIES ARISING OUT OF OR IN CONNECTION WITH ANY ACTION OR OMISSION BY THE LICENSEE AND/OR THEIR RESPECTIVE SUPPLIERS OR AFFILIATES.

- 6. NOTWITHSTANDING SECTION 4, WITH RESPECT TO SEARCH & MATCH AND LICENSEE DATA PROVIDED IN CONNECTION THEREWITH, IN NO EVENT WILL BULLHORN 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.
- 7. Excluded Claims. The following types of claims are excluded from the liability cap in Section 4:
 - a. Liability for death or personal injury caused by its gross negligence or willful misconduct of either Party;
 - b. Licensee's payment obligations under this Addendum;
 - c. Licensee's indemnification obligations under this Addendum; and/or
 - d. Licensee's breach of Licensor's, its Affiliates, and/or its and their licensor's or supplier's Intellectual Property Rights. Intellectual Property Rights meaning any and all patent rights (including patent applications and disclosures), copyrights, moral rights, trademarks, service marks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded.
- 8. Licensee shall defend at its expense, indemnify, and hold Bullhorn, its Affiliates, and their respective employees, directors, agents, representatives, successors and assigns harmless from and against all damages, liabilities, losses, final judgments or awards, settlements, costs and expenses (including reasonable legal fees and expenses) without limitation of liability (together, "Losses") to the extent arising out of or in connection with any claim, demand, suit, proceeding or action ("Claims") brought by a third party against Bullhorn connected directly or indirectly from a breach of Section 1 by Licensee, subject to the indemnification procedure set forth in the Agreement.
- 9. Modification. Licensor may update this Addendum from time to time and will post updated "Versions" of this Addendum at <u>https://www.bullhorn.com/legal-terms/supplemental-terms/searchmatch.pdf</u>. It is Licensee's responsibility to regularly check <u>https://www.bullhorn.com/legal-terms/supplemental-terms/searchmatch.pdf</u> for the most recent Version. Licensee may subscribe to receive email notifications when updated Versions are posted by completing and submitting the form at <u>https://www.bullhorn.com/legal-terms/supplemental-terms</u>. 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 <u>https://www.bullhorn.com/legal-terms/supplemental-terms</u> 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 Search & Match until the end of Licensee's then-current Initial Term or Renewal Term, as the case may be. When Search & Match is renewed, it will be renewed under the then-current Version of the Addendum.