



BULLHORN SMS ADDENDUM

Version: October 2023

This Bullhorn SMS 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 SMS 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 SMS Service.

1. DEFINITIONS

- a. **“Customer Data”** means data and other information made available by Customer through the use of the SMS Services under this Addendum, including call records, audio recordings, recording transcriptions and message record and content.
- b. **“Acceptable Use Policy “and “AUP”** means the terms and conditions relating to the use of the SMS Services, attached hereto as Exhibit A.
- c. **“SMS Service”** means the services provided by Twilio, Inc., or other third-party licensors as the case may be, to Customer, through the Licensor Service under this Addendum, including all programs, features, functions and report formats, and subsequent updates or upgrades of any of the foregoing made generally available, including without limitation any software provided to Customer in connection with its use of the SMS Services.

2. LICENSE GRANT

Subject to payment of the applicable license fees and compliance with the terms in this Addendum, Licensor grants to Customer a limited, non-exclusive, non-sublicensable, non-assignable, revocable license during the Term to use the SMS Service in accordance with the Acceptable Use Policy. Except as provided under this Section 2, Customer does not acquire any right, title or interest (including, without limitation, any implied license) in or to any property of Licensor or its licensors. All rights not expressly granted herein are deemed withheld.

3. PAYMENT OF FEES

The non-refundable minimum Subscription Fees for the minimum quantity of text messages for the SMS Service will be invoiced in advance for each Billing Interval, as is indicated on the Pricing Schedule, as amended. On a quarterly basis, to the extent that the actual number of text messages for the preceding three month period exceeds the minimum quantity for that period, each additional text message will be charged at the same rate per text message rate as is in effect during such preceding period. Licensor may, upon notice to the Customer, pass on any price increases it incurs from Twilio.

4. CUSTOMER RESPONSIBILITIES

With respect to sending text messages through the SMS Service, Customer represents and warrants that (i) Customer has obtained the requisite consent from the message recipients, (ii) Customer has identified itself



and the SMS Service, (iii) Customer has provided a means whereby recipients can opt out from receiving further SMS messages; (iv) that it shall not send or provide in conjunction with or using the SMS Service (a) anything that violates the rights of a third party including, but not limited to, privacy, publicity, copyright or patent, (b) material that could reasonably be interpreted as offensive, inappropriate, obscene, defamatory, or libelous, (c) anything that is likely in the light of generally prevailing standards of decency and propriety to cause offense to the recipient, (d) anything which would otherwise breach any legislation or prevailing laws of the country in which it is received, (e) any known viruses, worms, Trojan horses, or other code that might disrupt, disable, harm, erase memory, or otherwise impede the operation, features, or functionality of any software, firmware, hardware, wireless device, computer system or network, traps, time bombs, or other code that would disable any software based on the elapsing of a time period, advancement to a particular date or other numeral code that would permit any third party to interfere with or surreptitiously access any end-user personal information. Customer acknowledges that Licensor is relying in the foregoing representations and warranties; and shall indemnify and hold Licensor harmless as set forth in Customer Indemnity provisions of the Agreement or MSA, as the case may be, for any breaches of the foregoing representations and warranties.

Customer will be solely responsible for all use (whether or not authorized) of the SMS Service under its account, including for the quality and integrity of Customer Data and. Customer will take all reasonable precautions to prevent unauthorized access to or use of the SMS Service and notify Licensor promptly of any known unauthorized access or use.

Customer will not transfer, resell, lease, license or otherwise make available the SMS Services to third parties or offer it on a standalone basis. Customer will not attempt to use the SMS Services to access or allow access to emergency services. Customer will ensure that the SMS Service provided hereunder is used in accordance with all laws, as well as the terms of this Addendum. Specifically and without limitation, Customer will ensure that Licensor is entitled to use the Customer Data as provided hereunder and will not use the SMS Service in any manner that violates any applicable law. Except as allowed by applicable law, with respect to any software provided to Customer hereunder, Customer will not reverse engineer, decompile, disassemble or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive the source code of such software.

5. INDEMNITY

Customer will fully indemnify, hold harmless and defend Licensor and its directors, officers, employees, agents, stockholders, licensors, and affiliates from and against all third-party claims made or brought against Licensor by a third party arising out of or relating to Customer's use of the SMS Service or a breach of this Addendum.

6. DISCLAIMER OF WARRANTY

THE SMS SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND AND LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, SECURITY, TITLE AND/OR NON-INFRINGEMENT. LICENSOR DOES NOT REPRESENT OR WARRANT THAT THE SMS SERVICE OR CONTENT IS FREE OF INACCURACIES, ERRORS, BUGS OR INTERRUPTIONS, OR IS RELIABLE, ACCURATE, COMPLETE OR OTHERWISE VALID.



CUSTOMER USES THE SMS SERVICE AT ITS OWN RISK AND WILL BE SOLELY LIABLE FOR ANY DAMAGE THAT RESULTS FROM ITS USE OF THE SMS SERVICE, INCLUDING BUT NOT LIMITED TO, ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA.

7. **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/sms.pdf>. It is Licensee's responsibility to regularly check <https://www.bullhorn.com/legal-terms/supplemental-terms/sms.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.

EXHIBIT A

ACCEPTABLE USE POLICY

This Acceptable Use Policy ("AUP") describes prohibited actions when any party uses SMS Services. You, the Customer, may not use the SMS Services without agreeing to this AUP. Thus, you agree not to use, and not to encourage or allow any End User to use, the SMS Services in prohibited manners, including but not limited to the following:

1. Using the SMS Services to encourage any illegal, abusive, or other activities that interfere with the business or activities of Licensor or its licensors.
2. Attempting to bypass or break any security mechanism on any of the SMS Services or using the SMS Services in any other manner that poses a security or service risk to Licensor, its licensors, or any of its users.
3. Reverse-engineering the SMS Services in order to find limitations, vulnerabilities, or evade filtering capabilities.
4. Using the SMS Services in any manner that may subject Licensor, its licensors or any third party to liability, damages, or danger.
5. Launching or facilitating, whether intentionally or unintentionally, a denial of service attack on any of the SMS Services or any other conduct that adversely impacts the availability, reliability, or stability of the Services.
6. Transmitting any material that contains viruses, trojan horses, worms or any other malicious, harmful, or deleterious programs.
7. Using the SMS Services in any manner that violates: industry standards; any third party policies including all of the applicable guidelines published by the CTIA, the Mobile Marketing Association, or any other accepted industry associations, carrier guidelines (or any similar or analogous industry standards, third party policies or requirements in any other jurisdiction); or requirements that Licensor or its licensors may communicate to its Customers including any usage requirements.
8. Engaging in any unsolicited advertising, marketing or other activities, including any activities that



violate anti-spam laws and regulations including the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, and the Do-Not-Call Implementation Act (or any similar or analogous anti-spam, data protection, or privacy legislation in any other jurisdiction).

9. Using the SMS Services in connection with any unsolicited or harassing messages (commercial or otherwise) including unsolicited or unwanted phone calls, SMS or text messages, voice mail, or faxes.

10. Using the SMS Services to harvest or otherwise collect information about others, including email addresses or phone numbers.

11. Using the SMS Services to engage in or in connection with fraudulent activity.

12. Using the SMS Services to receive, send or otherwise process Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 as amended, unless Licensor has expressly agreed in writing to allow for such data transmission.

13. Violating or facilitating the violation of any local, state, federal, or foreign law or regulation, including laws and regulations regarding the transmission of data or software.

14. Taking any action to participate in, encourage, or promote any activity prohibited under this AUP or the Terms of Service.

15. Using the SMS Services to transmit any material that infringes the intellectual property rights or other rights of third parties.

16. Using the SMS Services to transmit any material that is libelous, defamatory, discriminatory, or otherwise malicious or harmful to any person or entity.

17. Creating a false identity or forged email address or header, or phone number, or otherwise attempting to mislead others as to the identity of the sender or the origin of a message or phone call.

18. Using the SMS Services, or any component of the SMS Services, in any manner not authorized by Licensor or its licensors.