

Addendum for Talent Portal Access

Version: October 2023

1. **General.** This Addendum for Talent Portal Access (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 Licensee’s use, and Licensor’s provisioning, of the Talent Portal (the “**Platform**”). Capitalized terms used but not defined herein shall have the same meaning as set forth in the Agreement. In the event of any conflict between the terms of the Agreement and these Terms, these Terms shall control and prevail with respect to the Platform.

2. **Subscription Fees.** Subscription Fees are required for access to the Platform by Users who are Applicants (as defined below). Such additional fees are outlined in the Pricing Schedule either as a separate line item, or included in a product bundle.

3. **Access Credentials.** A User Account may be supplied by Licensee to each User who is a candidate for employment (an “**Applicant**”) through access provisioned by Licensee to such Applicant(s) and creation of an individual username and password by the Applicant at the time of registering their User Account. Licensee and its Users are responsible for maintaining the accuracy of registration information and the confidentiality of their credentials. Licensee shall keep confidential and not disclose to any third parties, and shall ensure that Users keep confidential and do not disclose to any third parties, any user credentials, identifications, account numbers and account profiles. For purposes of the Addendum, the term User(s) shall include Applicant(s).

4. **Liability; Disclaimer.** Liability between Licensor and any Applicant arising out of an Applicant’s use of the Platform shall be governed solely by the Terms of Use at [Terms of Use | Bullhorn](#). IN NO EVENT WILL LICENSOR OR ITS AFFILIATES BE LIABLE TO LICENSEE OR ANY USER FOR THE RESULTS OF ANY DECISIONS MADE BY, OR ACTS OR OMISSIONS OF, LICENSEE OR ANY USER(S) RELATED TO LICENSEE’S OR ANY USER’S USE OF OR ACCESS TO THE PLATFORM AND/OR SERVICE.

5. **Responsibility for Users.** Licensee shall ensure that all Users comply with the terms and conditions of the Agreement with respect to their use of the Platform and the Service, as applicable. Licensee shall be liable for any violation of the terms and conditions of the Agreement by any User. If a User(s) causes a breach of the Agreement, including using the Service and/or Platform in a manner not specifically authorized, without prejudice to any other rights and remedies available to Licensor, Licensor shall have the right to suspend such User(s) access to the Service or Platforms. Licensee shall defend at its expense, indemnify, and hold Licensor, its Affiliates, and their respective employees, directors, agents, representatives, successors and assigns harmless from and against all damages, judgments, losses, fines, and penalties, including without limitation, to the extent arising out of or in connection with any claims brought by a third-party against Licensor arising out of a User(s) access to and use of the Platform or Service.

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